



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
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May 20, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: APPROVAL OF AMENDMENT NUMBER
TWO WITH EL CENTRO DEL PUEBLO, INC. FOR THE
OFFICE OF AIDS PROGRAMS AND POLICY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This proposed Board action seeks to authorize the execution of an amendment to transfer the Health Education/Risk Reduction prevention services and Human Immunodeficiency Virus Counseling and Testing services currently provided by Clinica Monseñor Oscar A. Romero, Incorporated, to El Centro Del Pueblo, Incorporated.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute Amendment Number 2, substantially similar to Exhibit I, to Agreement Number H-700902 (Agreement), with El Centro Del Pueblo, Incorporated (El Centro), effective upon date of Board approval through December 31, 2008, to increase the total maximum obligation by \$216,666 from \$790,000 to \$1,006,666, 100 percent offset by Centers for Disease Control and Prevention's (CDC) Notice of Cooperative Agreement (NCA) Number U62/CCU923479-01 and California Department of Public Health's (CDPH) Master Grant Agreement Number 07-65058.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

2. Delegate authority to the Director of DPH, or his designee, to execute future amendments during the term of the Agreement, to rollover unspent funds, and/or increase or decrease the maximum obligation by no more than 25 percent, 100 percent offset by grant funds, subject to review and approval by County Counsel and Chief Executive Office and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended actions, your Board is authorizing DPH to execute an amendment to increase the maximum obligation of the Agreement with El Centro to allow El Centro to provide additional Health Education/Risk Reduction (HE/RR) and Human Immunodeficiency Virus Counseling and Testing (HCT) services, previously provided by Clinica Monseñor Oscar A. Romero, Incorporated (Clinica). This action will allow the continuation of vital Human Immunodeficiency Virus (HIV) prevention services to bilingual Spanish-speaking persons who live in Service Planning Area (SPA) 4 and throughout the County.

The purpose of the amendment is to allow DPH to fill the gap of unmet needs for HIV prevention services. There are two primary agencies, Clinica and El Centro, providing culturally and linguistically appropriate bilingual services in SPA 4. In June 2007, Clinica terminated their provision of prevention services due to financial reasons. El Centro has agreed to provide these additional services as they currently provide these services to residents of SPA 4.

Upon Clinica terminating services, El Centro began serving Clinica clients as Clinica and El Centro served the same population; however, over time it became apparent that El Centro needed to increase their Agreement maximum obligation to effectively fill the gap in service left by Clinica. This increase to the maximum obligation will allow this gap in service to be filled.

FISCAL IMPACT/FINANCING

The total revised maximum obligation of the Agreement under Amendment Number 2 is \$1,006,666, which consists of \$93,333 in CDC funds under NCA Number U62/CCU923479-01 and \$913,333 in CDPH funds under Master Grant Agreement Number 07-65058 for the period July 1, 2007 through December 31, 2008.

Funding for these services is included in DPH's Fiscal Year (FY) 2007-08 Final Adopted Budget and FY 2008-09 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Funding Sources

On April 20, 2004, your Board authorized DPH to accept NCA Number U62/CCU923479-01 from CDC for the HIV Prevention Project in the amount of \$3,368,818, for the budget period of January 1, 2004, through December 31, 2004, and delegated authority to accept future NCAs for Calendar Years 2005 through 2008.

On November 6, 2007, your Board authorized DPH to accept the California Department of Health Services' (now CDPH) Master Grant Agreement Number 07-65058 in the total amount of \$30,102,786 for the period of FY 2007-08 through FY 2009-10.

Service Agreements

On November 30, 2004, your Board authorized DPH to enter into Agreement Number H-700902 with El Centro for HE/RR and HCT services; effective January 1, 2005 through December 31, 2006.

On December 19, 2006, your Board authorized DPH to execute Amendment Number 1 to El Centro's current contract which increased funding for HE/RR and HCT prevention services, effective January 1, 2007 through December 31, 2008.

Office of AIDS Programs and Policy's (OAPP) decision to select El Centro is based on the need for bilingual HIV prevention services in the SPA 4 community.

In April 2008, OAPP released a Request for Proposals (RFP) for HCT services and expects to release an RFP for HE/RR services in June 2008. New agreements for these services are expected to be executed by January 2009.

Exhibit I has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will help sustain the delivery of vital HIV prevention services to bilingual Spanish-speaking persons who live in SPA 4 as well as throughout the County.

Honorable Board of Supervisors
May 20, 2008
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CONCLUSION

When approved, DPH requires four signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a horizontal line.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF: SRH:SAS
MLM:RFM:yb

Attachment

c: County Counsel
Director and Health Officer, Department of Public Health

052008_DPH_EI Centro

EXHIBIT I

Contract No. H-700902

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION AND COUNSELING AND TESTING
PREVENTION SERVICES AGREEMENT**

Amendment No. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

EL CENTRO DEL PUEBLO, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) HEALTH EDUCATION/RISK REDUCTION AND COUNSELING AND TESTING
PREVENTION SERVICES AGREEMENT", dated November 30, 2004, and further
identified as Agreement No. H-700902, and any Amendments thereto (all hereafter
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to increase the maximum
obligation and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of
a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on Date of Board Approval.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on November 30, 2004, and continue in full force and effect through December 31, 2008, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits E, E-2, E-3, F, F-2 and F-3 attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs F and G shall be amended as follows:

"F. During the period of July 1, 2007 through June 30, 2008, the maximum obligation of County for all services provided hereunder shall not exceed Four Hundred Sixty-One Thousand, Six Hundred Sixty-Six Dollars (\$461,666).

Of this amount, Two Hundred Eighty-Three Thousand, Three Hundred Thirty-Three Dollars (\$283,333) shall be allocated for Health Education/Risk Reduction Services, and One Hundred Seventy-Eight Thousand, Three Hundred

Thirty-Three Dollars (\$178,333) shall be allocated for HIV/AIDS Counseling and Testing Services.

Such maximum obligation is comprised entirely of Forty-Four Thousand, Five Hundred Eighty-Three Dollars (\$44,583) in federal Centers for Disease Control and Prevention (CDC) funds and Four Hundred Seventeen Thousand, Eighty-Three Dollars (\$417,083) in California Health and Human Services Agency (State) funds. This sum represents the total maximum obligation of County as shown in revised Schedules 12, 13, and 17, attached hereto and incorporated herein by reference."

"G. During the period of July 1, 2008 through December 31, 2008, the maximum obligation of County for all services provided hereunder shall not exceed Three Hundred Forty-Seven Thousand, Five Hundred Dollars (\$347,500).

Of this amount, One Hundred Seventy-Five Thousand Dollars (\$175,000) shall be allocated for Health Education/Risk Reduction Services, and One Hundred Seventy-Two Thousand, Five Hundred Dollars (\$172,500) shall be allocated for HIV/AIDS Counseling and Testing Services.

Such maximum obligation is comprised entirely of Thirty Thousand, Six Hundred Twenty-Five Dollars (\$30,625) in federal Centers for Disease Control and Prevention (CDC) funds and Three Hundred Sixteen Thousand, Eight Hundred Seventy-Five Dollars (\$316,875) in State funds. This sum represents

the total maximum obligation of County as shown in revised Schedules 14, 15 and 18, attached hereto and incorporated herein by reference."

5. Paragraph 7, COMPENSATION, shall be amended to read as follows:

"7. COMPENSATION: County agrees to compensate Contractor for performing services set forth in revised Schedules 12, 13, 14, and 15, the COST REIMBURSEMENT paragraph of this Agreement, revised Schedules 17, and 18, and the FEE-FOR-SERVICE paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets or minimum monthly obligation respectively."

6. Paragraph 6, CONFLICT OF TERMS, shall be amended to read as follows:

"6. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement including its ADDITIONAL PROVISIONS and that of any of the Exhibits, Attachments, and Schedules attached hereto and any documents incorporated herein by reference, the language in this Agreement shall govern and prevail."

7. Revised Exhibits E, E-2, E-3, F, F-2 and F-3, SCOPES OF WORK FOR HIV/AIDS HEALTH EDUCATION/ RISK REDUCTION AND HIV/AIDS COUNSELING AND TESTING PREVENTION SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

8. Revised Schedules 12, 13, 14, 15, 17, and 18, BUDGETS FOR HIV/AIDS HEALTH EDUCATION/ RISK REDUCTION AND HIV/AIDS COUNSELING AND

TESTING PREVENTION SERVICES, are attached to this Amendment and
Incorporated In Agreement by reference.

9. Except for the changes set forth hereinabove, Agreement shall not be
changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

EL CENTRO DEL PUEBLO, INC.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Acting Chief
Contracts and Grants